

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
CHILD CARE SYSTEM PARTICIPANT AGREEMENT**

DATES WILL BE COMPLETED BY DHS PERSONNEL ONLY	
BEGIN DATE:	END DATE: June 30, 2005

Section I: **Provider Information**

Facility Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Taxpayer Identification Number (Social Security Number or Employer Identification Number): _____

Facility Owner: _____ Phone Number: (____) _____

Name of Board President/Chairman: _____

Board President/Chairman Address: _____

City: _____ State: _____ Zip Code: _____ Phone Number: (____) _____

Section II: **Purpose and Performance of the Agreement**

The purpose of this Agreement is to establish eligibility for Provider participation in the Child Care System and to set forth Department and Provider responsibilities and assurances. The Child Care System provides eligible clients who receive child care services, funded through the Department of Human Services (DHS), the opportunity to select a child care provider from a list of eligible participants.

The Provider must comply with state and federal regulations. If any statute or regulation is enacted or promulgated requiring changes in this Agreement both parties will consider this Agreement to be automatically amended to comply with the newly enacted statute or regulation as of the effective date of the statute or regulation. DHS shall notify the Provider in writing within thirty (30) days of the receipt of any necessary changes or amendments to this Agreement resulting from newly enacted state or federal statutes or regulations.

Section III: **Definitions**

- A. Absentee Billing: Billing when a child is authorized to attend but is absent, if according to the provider's written policy, the Provider would charge a private pay for that day. To charge for absence days, the Provider must have a written absence policy that is applied in the same way to all parties.**
- B. Agreement: The Child Care System Participant Agreement (Form DHS-9800).**

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C. Age Groups: For billing purposes, age groups are as follows:

- I (Infants) 0-18 months**
- T (Toddlers) 18-36 months**
- D (Preschoolers) 30-71 months**
- S (Schoolage) 60-155 months**

D. Certificate of Authorization: A document establishing DHS financial obligation to pay the Provider after delivery of specified child care services. The Certificate of Authorization includes information such as the total dollar amount authorized for the child named on the form, the designated facility selected by the parent which the child is approved to attend, and the duration of the authorization period.

E. Client: The parent, custodian, or guardian (or in the case of a child in DHS custody, the child's primary caseworker) of the child receiving child care services.

F. Daily Rates: Daily rates are determined by dividing the weekly rate by five (5). DHS will not pay drop-in rates as the daily rate.

G. Department or DHS: The Arkansas Department of Human Services.

H. Early Departure: The provider will be paid at the normal rate when a child is picked up earlier than usual. For instance, if a child is scheduled for full-time but only attends half-time on a particular day because of a doctor's appointment, etc., DHS will pay the full-time rate since that is the normal time of attendance. These days will not be billed as absentee days. If the temporary situation of early departure will exist longer than a two (2) week timeframe, then a new authorization with the correct service code should be written.

I. Facility/License Number: The number assigned to the license or registration certificate issued by the Child Care Licensing Unit to each specific site name and address providing child care services.

J. Full Day Care: Greater than five (5) hours up to ten (10) hours daily. A client may submit documentation to an Eligibility Worker that more hours are needed and request the Supervisor approve a specific number of additional hours per day.

K. Halftime – between three (3) and five (5) total hours per day. It is not necessary for these hours to be consecutive.

L. Holiday Billing: Allowable holidays are: New Year's Day, Dr. Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. The Provider may bill absentee for the above listed holidays if the holiday falls on a day when the child is scheduled to attend, regardless if the Provider is open or not. Any holiday billed as absentee will count towards the maximum billed absentee days of seven (7) per month.

M. Night Care: Care provided between the hours of 6:00 P.M. and 5:59 A.M. on a weekday. Over one-half of the total care must be provided after 6:00 P.M. for an authorization to be keyed for night care.

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- N. Part-Time:** less than three (3) hours but not including three (3) hours. The hours may or may not be consecutive.
- O. Provider:** The name of the owner or business name of the organization providing child care services. DHS reserves the right to require a “Provider” to certify the name of the facility via the Arkansas Secretary of State if the facility name does not match the corporate parent organization.
- P. Personal Identification Number (PIN):** password for billing and electronic signature. The signature must be the person responsible for billing.
- Q. Taxpayer Identification Number (TIN):** A number issued by the federal government to report income paid to an individual. This TIN may be either an individual’s social security number or employer identification number. When a Provider changes a Taxpayer Identification Number for any reason, a copy of the notice from the Internal Revenue Service verifying the change must be submitted to DHS.
- R. Temporary Absence:** The absence of a child from the child care facility when the provider expects the child to return. Payment for temporary absences may not exceed seven (7) calendar days per month.
- S. Weekend Care:** Care provided on Saturday and/or Sunday.

Section IV: DHS Responsibilities and Assurances

- A. DHS agrees to make available to the Provider reasonable training and technical assistance concerning departmental policy (including this Agreement), records requirements and billing processes for the Child Care System. DHS agrees to make available to the Provider mandatory annual training and reasonable technical assistance concerning departmental policy (including this Agreement), records requirements and billing processes for the Child Care System.**
- B. DHS shall determine client eligibility, client fees and provide authorizations for clients served under the Child Care System. A Certificate of Authorization will be delivered by DHS to the selected Provider on or before the day the child begins attending the facility. In addition, the Billing Worksheets will be provided no later than fifteen (15) days after the first day of attendance.**
- C. DHS agrees to establish a public register at each Department County Office of all Providers participating in the Child Care System. Eligible clients will select a child care Provider from the register.**
- D. DHS agrees to reimburse the Provider for services delivered in compliance with this Agreement after the Certificate of Authorization has been received and services are rendered. A Provider cannot bill or receive payment for services until this Agreement has been signed by the Provider and certified by the Department.**

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DHS reserves the right to prohibit the Provider, regardless of the name or structure of the facility, from future participation in the program. This Agreement is subject to the DHS Participation Exclusion Rule. The Provider is responsible for all overpayments, fraud or legal proceedings against the Provider for non-compliance.

DHS reserves the right to recoup payments through current and subsequent payments to the Provider.

- E. DHS is not obligated to pay any bills received more than thirty (30) calendar days after the expiration of the Certificate of Authorization, unless the Unit Administrator grants a written waiver before the authorization expires. DHS is not liable for untimely billing.**
- F. DHS will permit billing for a temporary absence child if the billing conforms to the requirements of the federal or state funding source. DHS will inform the Provider if a certain funding source does not allow for absentee billing prior to writing an authorization on that funding source. All absentee billing must be submitted in accordance with the requirements set out below:**
- 1. DHS recognizes that a client's child may be temporarily absent from the facility because of illness or some reason connected with the plan of service. The intent of the absentee billing policy is to avoid penalizing either the client (by filling the child's slot in the program due to temporary absence) or the Provider (by not allowing reimbursement for the child's slot while it is held open pending the child's return). The facility must be open and the billed services available before billing for a temporarily absent child is allowable, except in the case of holiday absences. (See Definition of absentee billing.)**
 - 2. Billing for a temporarily absent child is allowed only when the child is absent on a day the child is scheduled to attend and there is a reasonable expectation the child will return to the program. Billing for an absent child may not exceed seven (7) program days per calendar month. Billing for an absent child is not allowed if the child is not scheduled by DHS to attend or if the Provider has been notified by the client or DHS that care is no longer needed. If a child is enrolled to attend only Monday, Wednesday and Friday, the Provider may not use absentee billing for Tuesday and Thursday. The Provider may bill for a holiday, if the holiday falls on a day when the child would have been scheduled to attend, regardless whether Provider is open or not. The allowable holidays are: New Year's Day, Dr. Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. The Provider may not bill absentee days to compensate for the lack of an advance notice being given prior to ending the child care arrangement. If the child is not expected to return to the facility, billing must cease on the date the child leaves the facility. The Provider may not charge the client for absentee days over the seven days allowed.**
- G. DHS will permit inclement weather billing, if allowable through the designated federal or state funding source and billed in accordance with the requirements set out below:**
- 1. DHS realizes that facilities may be forced to close due to inclement weather. DHS Inclement Weather Policy allows Providers to bill for those operational days lost due to severe weather conditions; however, the policy may only be applied when public schools**

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in the Provider's area have been forced to close or whenever other extraordinary weather related conditions exist. "Extraordinary weather related conditions" exist whenever it can be demonstrated that clients were unable to reach the premises or the Provider could not open due to circumstances beyond the control of the Provider. This should not be taken to mean that a Provider must close when local schools close.

2. Documentation of the specific reason for closure, the specific days the facility remained closed and the manner in which the days billed were calculated will be provided to DHS upon request.

H. DHS shall notify Providers when a child becomes ineligible for continued payment. Notice shall be provided by phone within one working day of the eligibility determination. Telephone notice will be followed by written notice posted by regular mail within five working days of the date of telephone notice.

Section V: Child Care Provider Responsibilities and Assurances

A. The Provider agrees to comply with all the requirements set forth in this Agreement. Failure to comply is grounds for termination of participation in the Child Care System and for possible further action by DHS.

B. The Provider agrees to attend DHS-sponsored mandatory annual training concerning this Agreement and to comply with all the requirements set forth in this Agreement. Failure to comply is grounds for termination of participation in the Child Care System and for possible further action by DHS.

C. The Provider agrees to maintain a child care facility license or registration and to comply with child care licensing or registration standards. This Agreement terminates upon any final agency determination of adverse action against the facility's license. Licensure adverse action is defined as the revocation, suspension, or denial of a license or registration. The termination of this Agreement because of adverse licensing action is effective immediately upon the action being taken, and remains effective notwithstanding any appeal of the adverse action. If a facility's compliance with licensing or registration rules cannot be determined because the facility does not submit required information or does not permit reasonable access to the facility, this Agreement will be terminated upon written notification to the Provider.

D. The Provider may hire a client if the Licensing Specialist verifies a second caregiver is needed and the client's children number must be less than fifty percent (50%) of the current attendance.

E. The Provider agrees to accept the DHS Certificate of Authorization as authorization to provide and bill for services. The Provider agrees to accept reimbursement received from DHS as payment in full for all services, which includes transportation (if available) to and from the day care facility, covered by this Agreement except the collection of fees expressly authorized by DHS. This does not preclude reasonable charges to parents for

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special events outside the usual daily program costs or the application of sliding fee scales promulgated by DHS.

The Provider may charge the client additional reasonable fees such as registration, insurance and materials. Any reasonable charges must be fully disclosed in a document provided to the client and DHS. The client must have adequate time to pay the charges. Adequate time for payment of the registration, insurance, or material fees should be a semester (four to five months).

The Provider agrees to waive all registration, insurance, materials and fee charges for Transitional Employment Assistance (TEA) customers WHO ARE NOT EMPLOYED but participate in work activities, education or training components.

In addition, the Provider may not charge the client for absentee days over the seven days allowed.

- F. The Provider understands that DHS does not pay Providers retroactive to the date of a client's application or any other date other than the first day DHS can determine the client has met all eligibility factors and is approved for assistance.**
- G. The Provider agrees to allow the client unlimited access to the client's child when the child is in the facility.**
- H. The Provider must submit a bill for actual services performed to receive payment, utilizing state-approved billing methods.**
- I. The Provider agrees that the billing for children/authorizations must be keyed to the facility where services are provided. Providers who provide services at one facilities but bill an authorization written to another facility under the Provider's TIN will be charged with an overpayment.**
- J. The Provider agrees to submit billing within thirty (30) days of the dates the services were actually delivered to eligible clients. No exceptions will be allowed unless a previous written Waiver is obtained from the Unit Administrator. DHS is not liable for untimely billing.**
- K. The Provider agrees that only the directors, owners, or authorized representatives will submit bills to DHS. If the Provider chooses to submit bills to DHS through the automated billing method, DHS will assign a Personal Identification Number (or PIN) to the Provider. The Provider accepts liability for all bills submitted to DHS using the PIN. This PIN is non-transferable. A change in Taxpayer Identification Number (TIN) or Facility Number will require a new PIN. The Provider should contact the local DCC Eligibility Worker or call 1-800-322-8176 to obtain the form, DHS-9805, Provider Billing Personal Identification Number Assignment and Certification Statement.**
- L. The Provider agrees to bill for no more than the DHS's annually published rate for the county in which the facility is located. The Provider will charge the client the portion of that rate established by DHS as the client's assessed fee as stated on the Worksheet. If the**

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Provider's normal rate is higher than the published rate, the Provider will not charge the client the difference between the two rates. All rate changes must be given to DHS in writing. DHS has ten (10) days, from the date of receipt, in which to input new rates in the day care system. Rate changes will only affect new authorizations written after the rate change.

- M. The Provider agrees that private pay clients, receiving substantially the same services, shall not be charged at a rate less than that paid for by clients under this Agreement without the express, written approval of DHS.**
- N. The Provider agrees to notify the DHS Authorized Representative (as designated by signature on the Certificate of Authorization) by telephone when a child withdraws from the Child Care Voucher Program. Notice shall be provided no later than the next working day after the child withdraws, and a written notice will be mailed by regular U. S. Postal Service within five (5) days of the withdrawal. DHS does not provide pre-notification of withdrawal from the child care voucher program. The facility shall de-enroll a child immediately upon notice of withdrawal from the client or DHS representative and the Provider understands and agrees that DHS or DHS clients are not responsible for a drop period, regardless of the Provider's policy concerning a drop notice.**
- O. The Provider understands that DHS will issue authorizations which are valid only for days that clients are eligible to receive assistance as determined by DHS. If a client is a full-time student, the Provider understands that DHS will not pay for child care during a student's school breaks, including Christmas and Spring Break.**
- P. The Provider agrees to follow absentee and inclement weather billing procedures for children temporarily absent from the program. (See Section IV, Paragraphs F and G). In cases where the client is responsible for assessed fees, the Provider is responsible for collecting the parent co-pay amount for the absentee days and inclement weather days.**
- Q. The Provider agrees to promptly correct all billing or payment errors. In addition to any other remedy which may exist in law, equity, or administrative procedures, DHS may, after proper notification, effect correction through adjustments in current and subsequent payments to the Provider and/or other measures as necessary. Payments may be withheld until verification of attendance records. Current State Fiscal Year attendance records must be presented when requested by DHS staff or authorized representatives within approximately one (1) hour of the request. All other attendance records must be submitted by 10:00 a.m. the day following the request from DHS staff or authorized representative. Site visits by DHS staff or authorized representatives may be unannounced.**
- R. The Provider will retain all books, records, and other documents relating to expenditures, services rendered, or individuals served under this Agreement for five (5) years from the date this Agreement expires. If an audit is pending at the end of the five year period, information shall be retained until resolution of the audit or any issues, disputes or appeals raised by or resulting from the audit. Any person authorized by DHS will have full access to these materials during this period.**

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The Provider agrees to document and maintain attendance records for a period of five years. Attendance records must include the child's name; dates child was present or absent and signature of staff person. Attendance records must reconcile with billing records. Provider must use a DHS-approved attendance form. The Providers will be responsible for making additional copies of the attendance form. No exception will be allowed, except electronic attendance records as approved by DHS. If attendance records are not available, DHS will consider the payment in question to be an overpayment.

- S. The Provider will maintain all client records in a confidential manner. Upon request, access to Provider records will be made available to DHS employees, DHS designated agents, or any agency of state or federal government for purposes of auditing or any other reason connected with DHS service programs. Statistical records on expenditures charged to other funding sources will be made available by the Provider when needed to verify the Provider's cost allocation of non-duplication of payment. The Provider may require official identification prior to allowing records access. This restriction does not apply to disclosures made with the informed, written consent of the client. If the client is not an adult, the client's parent, custodian, or guardian may consent on the client's behalf. If the client is an adult, but has been declared incompetent by a probate court, the client's guardian may consent on the client's behalf.**
- T. The Provider agrees to have an annual audit in accordance with the "Guidelines for Financial and Compliance Audits of Programs Funded by the DHS" effective for the period of this Agreement. A copy of the "Guidelines" will be provided upon request. An audit is required:**
- 1. If the Provider is a state or local government**
 - 2. If the Provider is a non-profit institution; AND receives more than \$100,000 a year in federal, state, or combined federal and state awards and/or payments.**
 - 3. If fraud or a pattern of incorrect billing is suspected.**

Failure to submit an audit will result in the Provider losing the privilege to participate in the voucher program until the issue is resolved, and may result in the Provider's exclusion from all DHS programs. (Notice will be provided in writing with specific timeframes for submission of the audit.)

Submission of falsified records or participation in any form of fraud by a Provider will result in exclusion from DHS programs.

- U. The Provider shall not discriminate against any employee or applicant for employment. Upon a final determination by a court or administrative body having proper jurisdiction that the Provider has violated state or federal laws and regulations regarding discrimination, DHS may impose a range for appropriate remedies, up to and including termination of the Agreement and exclusion from all DHS programs.**

The provider agrees to comply with Titles VI and VII of the Civil Rights Act and to operate, manage and deliver services without regard to age, religion, disability, political affiliation, veteran status, sex, race, color or national origin.

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V. The Provider agrees to comply with Executive Order 98-04 (Guidelines for Employment, Grants, Contracts, and Purchasing) by completing and returning the appropriate Disclosure Forms to the Department. Failure to make any disclosure required by Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this Agreement. Any Provider, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the DHS.

W. The Provider agrees to comply with Public Law 101-121 (Anti-Lobbying Act):

- 1. If the Provider receives more than \$100,000 per award of appropriated federal funds in any Agreement period (July 1 - June 30), the Provider must certify that these funds will not be used to pay for lobbying activities by completing a Certification Regarding Lobbying Form (DHS-9350) and submitting the form to the Department.**
- 2. If the Provider has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) must be completed and submitted to the Department.**

The Provider (referred to as the lower tier participant in the following clause) agrees to comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions) which states:

By signing and submitting this lower tier proposal (this Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.**
- 2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.**

X. The Provider agrees that it will indemnify and hold harmless DHS against any and all liability, loss, damages, costs or expenses which DHS may sustain, incur or be required to pay as a result of any act or omission of the Provider.

Y. The Provider agrees to notify DHS immediately of any change in ownership, facility site location, change in employer identification number or closure of the facility. The Provider agrees to provide DHS with a copy of the notice from the Internal Revenue Service verifying any change in a Taxpayer Identification Number.

Z. The Provider may not delegate, assign, or subcontract the performance of any obligations contained in this Agreement.

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- AA.** The Provider agrees that all facilities holding a valid license and all license categories under this ownership, whether present and future, will participate in the child care system. (See Attachment I)
- BB.** The Provider agrees to notify and submit a new Contract and Grant Disclosure and Certification Form to DHS within ten (10) days of the beginning of employment should the owner, a member of the owner's immediate family, or an authorized representative of the facility accept employment with the State of Arkansas. If a member of the Provider's Board of Directors is employed by the Provider and then accepts employment or does additional business with the State of Arkansas, the board member must submit a Contract and Grant Disclosure and Certification Form to DHS within ten (10) days of state employment or other business with the State of Arkansas.
- CC.** The Provider understands that this Agreement does not create an employer - employee relationship.
- DD.** The Provider agrees that it is responsible for the reporting of funds received through DHS each calendar year. The Provider is responsible for the payment of all required federal and state taxes accrued.
- EE.** Providers who are incorporated must be registered with the Secretary of State's office and must remain in good standing to participate in the Child Care System.

Section VI: Cancellation of the Agreement

- A.** The Agreement expires June 30 of the state biennium (2005). The Provider must submit a new Agreement upon expiration.
- B.** This Agreement is not transferable, and automatically terminates without DHS action if the ownership or fifty percent (50%) or more of the ownership interest in the facility is transferred to a new owner, if the facility closes, if the facility relocates, or if the provider's employer identification number changes.
- C.** Either party may cancel this Agreement unilaterally, at any time, by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. If the Provider is the party canceling the Agreement, such notification must be sent to the Director of the Division of Child Care and Early Childhood Education.
- D.** DHS may cancel this Agreement pursuant to DHS Policy 1088, by giving the other party ten (10) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. (DHS Policy 1088 refers to the Exclusion of any provider/vendor by any Division of DHS.) This exclusion to participate includes immediate family, (blood relative, by marriage, etc) for anyone affiliated with your facility (sharing common ownership, board members, or any other interest).

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- E. If DHS determines there is immediate jeopardy to the health and safety of children receiving services from the provider, DHS may cancel the Agreement immediately upon notice to the Provider.**
- F. DHS may cancel this Agreement at any time for cause if it has reason to believe the Provider has not fully performed all its responsibilities in accordance with this Agreement with ten (10) calendar days written notice.**
- G. Any written notice from the Department to the Provider canceling this Agreement shall specify the reason(s) for cancellation.**
- H. The Provider may change its Taxpayer Identification Number (TIN) from a social security number to an Employer Identification Number (EIN) issued by the IRS by submitting a new W-9 and letter requesting the change to the address listed on the signature page. Any change in TIN must be accompanied by written verification from the IRS. All authorizations written under the old TIN will be automatically cancelled and de-obligated when the TIN is changed, regardless of the reason for changing the TIN.**
- I. Providers changing their existing EIN to a new EIN must obtain a new facility number and submit a new DHS-9800 agreement packet. All authorizations written under the old TIN will be automatically cancelled and de-obligated when the EIN is changed, regardless of the reason for changing the EIN.**

Section VII: Administrative Appeal Procedure

- A. The Provider may appeal any adverse action taken by DHS (including audit, billing, payment, termination, etc.) by filing a written notice of appeal within thirty (30) days from the Provider's receipt of DHS notification in accordance with DHS Administrative Appeal/Hearing Procedures. A copy of the appeal procedures will be provided by DHS upon request.**
- B. The Provider agrees to notify the Division of Child Care and Early Childhood Education of any legal controversies with any local, state or federal governmental agency including other agencies within the DHS.**

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Section VIII: Certification and Signature

By signature below, I request to participate in the Child Care System and certify that all documentation presented is true and correct. I understand and accept all the assurances and responsibilities outlined in this Agreement. I further attest that I am either the owner of this facility or I am authorized by the Board of Directors or other governing authority to sign this document on behalf of the Provider. I will notify the Division of Child Care and Early Childhood Education of any changes in the documentation I have presented. (All incorporated Providers must attach the name and address of the registered agent and a list of current Board Members with titles, addresses and term limits and a copy of the minutes designating the name of the individual authorized to sign the Agreement.)

Signature of Owner or Authorized Representative

Date

Type or Print Name

Title

THE FOLLOWING INFORMATION IS REQUESTED IN FULFILLMENT OF THE ARKANSAS
MINORITY PROCUREMENT OUTREACH INITIATIVE AND WILL IN NO WAY AFFECT THE
STATUS OF YOUR CHILD CARE SYSTEM AGREEMENT:

Is this a minority provider? ☐ **Yes** ☐ **No (Defined as black or African American,
Hispanic American, American Indian or Native American, Asian and Pacific Islander)**

If you have questions or need assistance, contact the Family Support Unit at 1-800-322-8176. The original copy of this agreement must be returned to the address below:

***Arkansas Department of Human Services
Division of Child Care and Early Childhood Education
Post Office Box 1437, Slot S-145
Little Rock, AR 72203***

DHS is in compliance with Titles VI and VII of the Civil Rights Act.
Alternate formats (large print, audio tape, etc.) will be provided upon request.

DHS USE ONLY

DCC-ECE Chief Fiscal Officer or Designee _____ **Date** _____

Technical Compliance Officer: _____ **Date** _____

Technical Compliance Supervisor: _____ **Date** _____

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ATTACHMENT I

Provider Name: _____

Taxpayer Identification Number:_____

All child care facilities holding a valid license/registration operating under your organization must participate in the child care system.

[illegible]

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Please print or type

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

| | | | | | | |

or

Employer identification number

| | | | | | | |

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all

such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II—For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Part III—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to

report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-1

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #: — — OR — —		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IS THIS FOR:			
TAXPAYER ID NAME: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> Both?			
YOUR LAST NAME:		FIRST NAME:	M.I.:
ADDRESS:			
CITY:	STATE:	ZIP CODE: — — —	COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

*NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

AGENCY USE ONLY

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

INSTRUCTIONS

Page 1

Agreement Begin and End Dates: DO NOT COMPLETE THIS SECTION

Name of Facility: Enter the full legal name of the facility as listed on the facility's childcare license or registration.

Mailing Address: Enter the address to which payment and official correspondence is to be routed. If a corporate provider has more than one facility, the corporate mailing address shall be entered.

Taxpayer Identification Number (Social Security Number or Employer Identification Number): Enter the social security number of the owner or the nine-digit federal employer identification, assigned to the child care business.

Facility Owner and Phone Number: Enter the name of the owner and phone number of the childcare business.

Name of Board President/Chairman Address and Phone Number: Enter the name of the board president/chairman, if provider's business is classified as a corporation. NOTE: If not a corporation, enter "N/A".

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NOTE: ALL INCORPORATE PROVIDERS MUST ATTACH THE NAME AND ADDRESS OF THE REGISTERED AGENT AND A LIST OF CURRENT BOARD MEMBERS WITH TITLES, ADDRESSES AND TERM LIMITS AND A COPY OF THE MINUTES DESIGNATING THE NAME OF THE INDIVIDUAL AUTHORIZED TO SIGN THE AGREEMENT.

Signature of Provider or Authorized Representative/Date: After reviewing all items and conditions of the Agreement, the provider or authorized representative shall sign and date in ink the form on the lines provided.

Type or Print Name and Title: Type or print the name and title of the individual who signed the form on the signature line.

Is this a Minority-owned Provider? (Defined as black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander): Please indicate whether or not this business is minority owned. THIS INFORMATION IS COLLECTED FOR FEDERAL REPORTING PURPOSES ONLY AND HAS NO AFFECT ON THE CERTIFICATION OF YOUR AGREEMENT.

(For DHS Use Only) Technical Compliance Certification/Date: NOT TO BE COMPLETED BY THE PROVIDER. The DHS Technical Compliance officer/supervisor shall sign and date on the lines provided.

Instructions

Page 2

Attachment I

ATTENTION: PLEASE LIST EACH CHILDCARE FACILITY THAT YOU OWN OR OPERATE. ALL CHILDCARE FACILITIES HOLDING A VALID LICENSE OR REGISTRATION OPERATING UNDER YOUR ORGANIZATION MUST PARTICIPATE IN THE CHILD CARE VOUCHER PROGRAM. MAKE ADDITIONAL COPIES AS NECESSARY.

Provider Name: Enter the full legal name of the provider. If the legal name is the provider's personal name, enter his or her name as listed on the facility's childcare license or registration.

Taxpayer Identification Number (TIN) (Social Security Number or Employer Identification Number: Enter the Provider's nine digit Employer Identification Number issued by IRS or Social Security Number, as applicable.

Facility/License Number: Enter the five-digit childcare license number or registration number assigned to each facility by DHS-Division of Child Care Licensing Unit. The Provider must enter all childcare facility or registration number under the ownership or operation of the provider.

DHS-9800 A2 – Attendance Form

This form must be completed and maintained by all providers on a daily basis to record the child/ren attendance records. This is the official attendance form to be utilized by all providers participating under the Child Care Voucher Program.

REQUEST OF TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
(W-9)

THIS FORM MUST BE COMPLETED BY ALL PROVIDERS, EVEN THOUGH YOU MAY ALREADY HAVE A TAXPAYER IDENTIFICATION. THIS FORM IS UTILIZED TO ESTABLISH THE PAYMENT ADDRESS AND TO INDICATE THE BUSINESS STRUCTURE FOR THE PROVIDER.

Name: If you are an individual or sole proprietorship, you must enter the name as shown on your social security card. All other entity type should leave this line blank.

Business Name: Enter the childcare business name on this line. If you operate more than one childcare business and you want payments sent each site address, complete this form for each facility.

Check Appropriate Box: Place an X in the appropriate box that identifies the entity type of your business.

Address: Enter the number, street and apartment or suite no., City, State and Zip Code of the address where your payments and remittance documents should be mailed.

Part I: Enter the social security number of the owner or the federally issues taxpayer identification number of the business as appropriate.

Part III: Enter the signature and date of the owner or authorized representative signing on behalf of the business.

Contract and Grant Disclosure and Certification Form (F-1) and (F-2)

F-1

ALL PROVIDERS MUST COMPLETE THIS FORM. THE FORM ESTABLISHES WHETHER OR NOT A CONFLICT OF INTEREST EXISTS BETWEEN THE PROVIDER AND AN INDIVIDUAL THAT MAY HOLD ONE OR MORE THE POSITIONS THAT ARE LISTED.

Taxpayer ID: Enter the social security number of the owner or the federally issued taxpayer identification number of the business as appropriate.

For Individuals: Complete the information that applies in the first section only. If none applies, check the none box below this section.

For an Entity (Business): Complete the information that applies in the second section only. If none apply, check the none box below this section.

F-2

Signature: Enter signature of owner or authorized representative of the business, title, date and phone number.

Please sign and date all forms in ink and mail to:

**DHS-Division of Child Care and Early Childhood Education
P O Box 1437-Slot S145
Little Rock Ar 72203**

SUMMARY OF SUBSTANTIVE CHANGES
DHS-9800 (CHILD CARE SYSTEM PARTICIPANT AGREEMENT)

The following summary includes all substantive changes for the Child Care System Participant Agreement:

Section III: Definitions

- A. Definition for Absent Billing was revised in order to clarify the meaning and incorporate that the provider must have a written policy stating that the policy is applied in the same way to all parties (DHS and private pay clients).
- B. Definitions were added for Halftime and Part-time. The definitions were added to accommodate the deletion of Before and After Care and to establish the allowable hours for each category.
- C. Definition for Holiday Billing was incorporated to allowing billing for a child who is absent from the facility on a specific holiday, if the child was scheduled to attend and if the facility is open on that day.
- D. Definition for Personal Identification Number (PIN) was incorporated to assure that the provider is aware that this number is considered an electronic signature for submission of reimbursement for services.
- E. Definition for Daily Rates was incorporated so that the provider is aware of how DHS calculate daily rates.
- F. Definition for Age Groups was incorporated to assist the provider with determining the various age groups, for billing purposes.

Section IV: DHS Responsibilities and Assurances

- A. Item B was revised to delete references to specialized grants, where provider makes the initial eligibility determination. All eligibility determination for DHS clients is accomplished through the local DHS County Office.
- B. Item D, Paragraph 3, was revised to inform the provider that should overpayments, fraud, etc., occur and is proven, DHS may recoup payments through current and subsequent payments due the Provider."
- C. Item F.2., was revised to include the allowable holidays for absentee billings. It is indicated that the Provider may bill for a holiday, if the holiday falls on a day when the child would have been scheduled to attend and the child is scheduled to attend on the Holiday in order for reimbursement of services.

Section V: Child Care Provider Responsibilities and Assurances

- A. Incorporated a provision (Item C) to establish that DHS will not pay a client, who is a second caregiver for a child care facility, to provide child care services for the client's children should the client's children be more than 50% of the current attendance.**
- B. Item D, Paragraph I, was revised to establish that transportation (if available) to and from the day care facility is included with the reimbursement from DHS.**
- C. Item F. was revised to inform providers that when submitting bill for actual services, the provider must utilize the state approved billing methods.**
- D. Incorporated provision, Item G., to make the provider aware of the penalty for submitting reimbursement for children/authorization that are actual authorize for another facility under the provider's TIN.**
- E. Incorporated statement to Item J., concerning rates changes and establish that rate changes will only affect new authorization written after the rate change.**
- F. Item N., was revised to inform providers that verification of billing might be verified through attendance records. Also, payments may be withheld until verification of attendance records and the records must be presented when requested by DHS staff or authorized representatives within approximately one (1) hour of the request. DHS staff or authorized representative visits may be unannounced."**
- G. Item O, Paragraph 2 was revised to include information concerning the attached Attendance Form to be utilized by all providers enrolled in the Child Care Voucher Program. Also, data was included to make the provider aware that should the attendance record be unavailable, DHS will consider the payment in question to be an overpayment.**
- H. Item Q was revised to include that an audit will be requested if fraud or a pattern of incorrect billing is suspected for a provider.**

Section VI: Cancellation of the Agreement

- A. Item D was revised to make the provider aware that should the provider be excluded pursuant DHS Policy 1088 (refers to the exclusion of any provider/vendor by a Division of DHS.), the exclusion to participate includes immediate family, (blood relative, by marriage, etc.) for anyone affiliated with your facility (sharing common ownership, board members, or any other interest).**

Section VIII: Certification of Signature

- A. In order to have data on file concerning a provider who indicates their business structure as a corporation, a statement was added requesting that all incorporated Providers must attach the name and address of the registered agent and a list of current board members with titles, addresses and term limits and a copy of the minutes designating the name of the individual authorized to sign the Agreement.**
- B. The definition for minority provider was revised to include other ethnic groups besides black or African-American.**
- C. In order to ensure proper delivery of the Agreement the returned address was updated.**